

Commonwealth of Kentucky
Transportation Cabinet, Division of Equipment
1239 Wilkinson Blvd.
Frankfort, KY 40602
Annual Equipment Auction
Kentucky Division of Surplus Property
Logsdon Auction Group License # 2151
Auction # 21-0002

Due to Covid-19 Pandemic, all Healthy at Work procedures will be followed!

Auction Terms & Conditions: This is an online only internet auction for items no longer needed by the Commonwealth of Kentucky (COK), Transportation Cabinet Division of Equipment (KYTC),

GENERAL ONLINE AUCTION TERMS & CONDITIONS VERY IMPORTANT!

READ CAREFULLY BEFORE YOU ATTEMPT TO BID. ONCE YOU BID, YOU WILL BE BOUND

LEGALLY BY THE FOLLOWING TERMS AND CONDITIONS AS STATED!

Auction Site: www.bidtlg.com

Auction Start Date: 9/19/2020

Auction Ending Date: 9/29/2020

Auction Item Removal Date and Time: Removal date October 1 through October 30, 2020. Monday through Friday 8AM. To 3PM, NO property released without a stamped paid invoice from the Kentucky Division of Surplus Property.

Preview and Removal Location: 1239 Wilkinson Blvd. Frankfort, KY. 40601

Preview: Contact for preview. Shawn.mackie@ky.gov 502-330-5391

An in person inspection is permitted **by appointment only**; contact the property custodians for an appointment. Shawn.mackie@ky.gov 502-330-5391

Buyer's Premium: There will be a **7% buyer's premium** added to the final bid.

Shipping & Removal: It is the responsibility of the buyer to contact KYTC personnel to set an appointment for removal. The contact person for this appointment is shawn.mackie@ky.gov 502-330-5391. Seller offers no shipping; it is the responsibility of the purchaser to remove all items. No repackaging of items by KYTC personnel. It is the buyer's responsibility to secure all items. KYTC personnel will assist with forklift. The removal times are October 1, 2020 through October 30, 2020 with a stamped paid invoice.

Third Party Shipping: If a third party shipper is used, email notification must be made to shawn.mackie@ky.gov stating who is picking up for the buyer. This email will include a stamped paid invoice issued by DSP personnel to the buyer, color photo of driver's license for the shipper and buyer. Failure to adhere to these guidelines will result in appointment cancellation.

Disclaimer: Logsdon Auctioneers Group LLC. and Division of Surplus Property are not responsible for the acts or representations of Commonwealth of Kentucky Department of Transportation. The auction shall be governed by the terms set forth herein (the agreement), and any additional terms and conditions that are posted concerning the specific property. The Agreement constitutes a valid, binding contract between individuals participating in the auction with the intent to purchase property, referred to as the Bidder or Buyer, and Seller/Auctioneer. The term Bidder or Buyer shall include, but not limited to, the individual or the company represented by the individual and any and all of its agents, employees, representatives, officers, and directors. Auctioneer and the Commonwealth of Kentucky are not responsible for statements made by the Bidder, Buyer, or other parties. Auctioneer Commonwealth of Kentucky reserves the right to periodically change the terms and conditions of the Agreement, which shall be effective immediately upon posting. It is the Bidders responsibility to review any and all changes made to these terms and conditions prior to bidding on property. The act of submitting a bid shall constitute Bidder acceptance of each and every term and condition contained herein, any additional terms and conditions posted with the property, and any changes made within the full agreement. All persons attending, inspecting or removing property assume all risks whatsoever of damage or loss to person and property and specifically release the Auctioneer and the Commonwealth of Kentucky from all liability. Auctioneer and Commonwealth of Kentucky is not liable by reason of any defect in, or condition of, the property or the premises on which the preview/sale is held. Auctioneer and Commonwealth of Kentucky is released for any claims to actual damage to the property sold and/or consequential damages that may result from the sale of defective property.

DISCLOSURES/NO WARRANTY: There is no warranty offered, expressed or implied, by Logsdon Group Auctioneers LLC. or the Commonwealth of Kentucky for any property. All property is sold AS-IS, WHERE-IS, and with all faults and defects therein. All information provided is believed to be correct but NO warranty as such is either expressed or implied, including but not limited to the merchantability or fitness for a particular purpose. Bidder is solely responsible to determine condition, age, authenticity, value or any other determinative factor. Bidder is encouraged to inspect property prior to submitting a bid recommended. ALL SALES ARE FINAL!!

The Commonwealth of Kentucky reserves the right to add or withdraw property from the auction, and/or regroup items. Logsdon Auctioneers Group LLC. and Commonwealth of Kentucky reserves the right to sell property absolute or with reserve, at Sellers discretion.

Buyer assumes full responsibility of property at time of purchase, and all risk of loss and damage to property. All titles will be assigned to registered bidders, if you are purchasing in a company's name please notify auctioneer prior to bidding. NO TITLES WILL BE ISSUED UNLESS COMPLETELY FILLED OUT, an Insurance Liability form shall be completed on each titled vehicle. The buyer has fifteen (15) days to transfer the titled vehicle, failure to transfer will result in the item registered with the Franklin County Clerk Kentucky as an incomplete title.

BIDDER REGISTRATION: Bidder must be 18 years of age or older and are required to register for the auction. In registration, Bidder must submit information found to be current, complete, and accurate for proper identification. Auctioneer does not sell or rent this information. Auctioneer uses email mailing lists to notify customers about online and live auctions. Customers who do not wish to be notified should contact the office of the Auctioneer and request removal from the email mailing list. Bidder is responsible for security of his/her bidding number/user name and password, and any and all bids placed under the assigned number/ID. Auctioneer should be notified immediately if Bidder believes number and/or password have been compromised. Auctioneer reserves the right to terminate registration, deny any person for any reason permission or access to bid, to reject any and

all bids, and to suspend or ban Bidder from bidding, at Auctioneers sole discretion. Bidder registration is not transferable or assignable.

BIDDING: Bidder must register to participate in the auction. Read the descriptions of each lot and view photographs carefully. If you have any questions call 502-330-5391. Should you visit the viewing location, please personally inspect the property on which you intend to bid during the date(s) indicated in the details per item when applicable. Using YOUR knowledge and experience, form your own opinion of the property and bid accordingly. If you are in doubt, DO NOT BID. All items are sold "AS-IS WHERE IS AND WITH ALL FAULTS" this is an AUCTION and all SALES ARE FINAL. Bids cannot be retracted and are binding contracts between Bidder and Auctioneer/Seller. Bidder is accountable to be informed about property and associated costs before bidding. A maximum bid can be placed on property. A maximum bid is kept confidential, and Bidder authorizes Auctioneer to place bids on his/her behalf up to the amount of the maximum bid. All questions or disputes must be resolved immediately; no changes or adjustments will be made at a later date. Auctioneer reserves the right to reopen bidding. Auctioneer decisions will be final.

BUYERS PREMIUM: A Buyers premium of 7% will be charged on each purchase Unless otherwise stated. A buyer's premium, an advertised percentage of the high bid or flat fee added to the high bid will be added to the high bid and become part of the purchase amount at settlement. Buyer agrees to these provisions and will pay the applicable buyer's premium. Example if an item is sold for \$100.00 + 7% buyer's premium = Final bid price \$107.00 + applicable taxes.

PAYMENT TERMS: All payments must be received by the Kentucky Division of Surplus Property personnel from October 1, 2020 through October 7, 2020 only. No payment extensions will be granted. Out of state buyers will need to pay by Debit Card, Credit Card, with a 2.75% convenience fee, Wire Transfer, Certified Check, ACH (Electronic Check) with a \$2 fee. Payment will be made in full by the buyer. Upon making payment for property, no stop payment of funds will be honored. Any stop payment order of a Credit Card/Debit Card which is returned marked insufficient funds, shall be deemed by the parties to be a prima facie evidence of fraud existing at the time the transaction was consummated and shall be construed by the parties as intent to defraud. If you are from another country other than the US, you must pay in US funds.

Tax Information: 6% KY Sales tax, when applicable, charged on both the purchase price and buyer's premium. **If you are purchasing items with Tax Exemption, you must notify the Logsdon Auction Group LLC. in advance of the auction closing.** Taxes, fees, shipping, handling, insurance, storage and security charges are Buyers expenses, and will be calculated and rendered due at the sale of the property.

Bidder Default: If a bidder defaults, refuses to pay for an item purchased through this online auction, the bidder will be in default and will receive no items won. The bidder will not be allowed to participate in any auction associated with the Commonwealth of Kentucky for a period of two (2) years.

REMOVAL OF PROPERTY / SHIPPING TERMS: Buyer assumes full responsibility of property at time of purchase, and all risk of loss and damage to property. Property will not be removed from sale premises until payment in full has been received. Any and all methods of lifting, towing, and/or hauling are the Buyers responsibility. Packing and shipping costs are the responsibility of Buyer and can be conducted by a third party of choice. The final day of removal will be October 30, 2020. Any and all property not removed by Buyer by the final day of removal will revert back to the Commonwealth of Kentucky and may be resold at auction or disposed of in any other manner that seems to be suitable.

BIDDING IN THE ONLINE AUCTION: Once you are registered and have your User Name & Password, you may place bids as soon as a lot opens for bidding. Your bids are FINAL and constitute a binding contract. Please be aware that lots will close at various times and possibly different days and may be extended. You are responsible for monitoring these close times. Please bid early to avoid disappointment. Bidder acknowledges that hardware malfunctions, software malfunctions, viruses, and similar issues do occur and are beyond the knowledge, scope, and control of Auctioneer. We are NOT responsible for your system malfunctions, connection to the internet or your e-mail client stopping any of our e-mails to you in regard to bid confirmations and/or outbid notifications. All lots for the on-line auctions shall be paid in accordance to the above payment terms prior to pick up. An invoice will be sent to your registered e-mail address within 24 hours following the conclusion of the auction.